APPENDIX

Amoco-Checkrite Agreement of 3/31/76

[EMBLEM]

AMOCO OIL COMPANY
EASTERN REGION
ONE NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201
301-727-6700

May 25, 1976

File: REM-2
Subject: BROKER CONTRACT
CHECKRITE PETROLEUM CORP.

Checkrite Petroleum Corp.
59 Amherst Drive
N. Massapequa, New York 11758

Gentlemen:

We are enclosing herewith, for your records, one fully executed copy of Broker Contract between you and Amoco Oil Company, dated March 31, 1976.

Yours truly,

/s/ L. R. COMPTON
L. R. COMPTON
Real Estate Manager

DMH/g
Encl.

Amoco-Checkrite Agreement of 3/31/76

THIS AGREEMENT, made this 31st day of March, 1976, by and between AMOCO OIL COMPANY, a Maryland corporation, with offices at 1 N. Charles St., Baltimore, Maryland, hereinafter referred to as "AMOCO" and Checkrite Petroleum Corp., whose address is 59 Amherst Drive, N. Massapequa, New York 11758 hereinafter referred to as "BROKER".

WITNESSETH:

IN consideration of the covenants and conditions set forth herein, and other good and valuable consideration to each in hand paid, the receipt of which is hereby acknowledged, the parties hereto do hereby mutually agree as follows:

ACCOUNTS:

1. Broker represents to Amoco that there are fully equipped and going filling and automobile service stations at the locations leased to, or owned by, retail dealers in the operation of whose stations Broker does not participate as listed on the SCHEDULE A attached hereto; and that upon the terms and conditions hereinafter set forth, Broker will, without inducing the breach of any contract, cause the dealers now or hereafter operating the aforesaid service stations to execute and deliver to Amoco Dealer Sales Agreements on Amoco's standard form being offered to Amoco in the Metropolitan New York City area whereby such dealers contract to purchase from Amoco, petroleum products for resale at said service stations.

To add a service station to SCHEDULE A, it will be necessary that Broker submit to Amoco all necessary information concerning said account. This shall include a Proof of Contractual Right Letter. However, Amoco may, at its sole option, approve acceptance of such an account.

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A service station may be deleted from SCHEDULE A at such time as it fails to conform to the covenants and conditions hereinafter set forth.

GASOLINE:

2. Amoco shall pay to Broker a commission in the amount of ONE AND NINE TENTHS CENTS (1.9¢) per gallon on each gallon of gasoline sold and delivered by Amoco to the retail dealers at locations identified in SCHEDULE A which is attached hereto and made a part hereof, as such may be modified by future written agreements of the parties hereto. Said commission shall be paid to Broker in monthly installments on or before the fifteenth (15th) of the calendar month next following the month in which said commissions are earned. Said commission shall accrue only in respect to Amoco Super Premium, Amoco Regular, and Amoco 91 sold and delivered to each dealer for distribution to retail customers at the specific service station to which delivery is made.

DURATION:

3. The period of this Agreement shall be from the 1st day of June, 1976, to the 30th day of May, 1981.

MOTOR OIL COMMISSIONS:

4. In addition to the commissions on gasoline stated above, Amoco will pay a commission of Ten Per Cent (10%) on dollar volume (exclusive of taxes) of motor oils delivered to such retail dealers by Amoco. This commission shall be paid on or before the fifteenth (15th) day of the month following payment for motor oil delivered.

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WITHHOLD RIGHT:

5. Amoco shall have the right at its option, and in such manner as it shall determine, to apply such commission to the payment of any indebtedness of Broker to Amoco which shall then be due and payable and which shall not have been paid by Broker. Amoco shall not be required to give notice to Broker of its exercise of the foregoing right to apply commissions and Amoco's failure to exercise its said right shall not be construed to mean a waiver thereof.

VIOLATION OF LAW:

6. Should the payment by Amoco to Broker of said commissions be or become in violation of laws, orders, rules, regulations, or requirements of the Federal, State, County, Borough or Municipal Government or authority or administrative authority, then Amoco shall be under no further obligation to pay said commissions due Broker and this Agreement shall automatically terminate. Broker shall have the right to establish that said law, order, rule, regulation or requirement was invalid through appropriate action and if same is declared invalid, Amoco will then pay commissions from date upon which they were discontinued. In the event commissions are terminated pursuant to this paragraph, Broker shall have the option of requiring Amoco to supply gasoline to stations set forth in Schedule "A" for the balance of the term hereof, it being understood that no commissions will be paid thereon.

ASSIGNMENT:

7. This Agreement supersedes any and all prior agreements between Broker and Amoco, whether verbal or written, and no modification of this Agreement shall be effective

unless by written instrument properly executed by appropriate authorized representative of Amoco. It is further mutually agreed and understood that Broker can not transfer by Assignment or any other manner this Agreement or the rights contained thereunder, without written agreement of Amoco, and should the attempt be made to transfer without such written agreement, Amoco shall have the right to terminate this Agreement. Amoco, upon receiving written notification, will consent to the transfer of this Agreement or the rights contained therein to Harold Margolis and/or Frieda Margolis and/or any members of their immediate families or their respective trustees or to any corporation owned or controlled by one or more above named individuals and/or any members of their immediate families or their respective trustees.

DEALER CONTRACT:

8. If, without Broker's fault, a dealer at one of the service stations set forth in Schedule "A" discontinues operation thereof and the new dealer refuses to enter into such required contract to establish a contractual relationship between Amoco and Dealer, same shall not constitute a breach of this contract by Broker, however, Amoco, at its sole option, may refuse to deliver gasoline to said location and said location will be removed from Schedule "A" until such time as Broker secures necessary contract.

NEW DEALERS:

9. Amoco shall not be required to accept new dealers who have not attended Amoco's Dealer Development School and have not been approved by it as to credit reliability.

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DEALER CHANGE:

10. Broker will give Amoco a minimum of ten (10) days written notice of its intent to change dealer at a service station set forth in Schedules attached hereto, and at the time of Dealer change, Broker will furnish Amoco a signed cancellation of the replaced Dealer's Sales Agreement, or any other proof of termination of the replaced Dealer's right to occupy the service station (e.g., cancellation of lease, copy of judgment in summary proceedings, affidavit of abandonment, etc.).

EQUIPMENT:

11. It is mutually agreed and understood that Amoco will furnish, in line with its normal policy, underground tanks and dispensing pumps with current station identification signs on those locations spelled out in Schedule "A". Should additional retail dealer locations be added by mutual consent to Schedule A, Amoco, upon approving the account in accordance with procedures set forth in Paragraph 1 hereof, shall furnish the aforesaid equipment. During any period of dealer change, it shall be the responsibility of Broker to insure that Amoco's equipment located at that specific facility is secured from vandalism and Broker shall be responsible for cost of replacement should vandalism occur.

OPTION:

12. If, prior to final year of the term of this contract, Broker shall sell or lease any or all of the property listed on Schedule "A", as modified in writing from time to time, owned by it or a corporation controlled by one or more of the principal officers of Broker, and the owner of said

property or properties shall either make or receive a bona fide offer to sell, purchase or lease which they or it desires to accept, said owner shall promptly notify Amoco in writing of such offer, setting forth the terms and conditions thereof, and for a period of sixty (60) days, Amoco shall have the preferential right to purchase or lease, as the case may be on the same terms and conditions as contained in said offer, it being understood and agreed that all or any of said properties shall continue to be subject to all terms, covenants and conditions of this Agreement until the end of its term. It is further understood that this preferential right as it pertains to leasing, shall not be construed as applying to leases entered into between Broker and dealers or operators of the service station locations. Nothing herein contained is intended to or shall preclude the transfer of any location owned, leased or otherwise controlled by Broker or by a corporation controlled by one or more of the principal officers of Broker to Harry Margolis, and/or Frieda Margolis and/or any members of their immediate families or to any corporation owned or controlled by one or more of the above named individuals and/or any members of their immediate families or their respective trustees, as set forth in Paragraph 7 hereof.

RENEGOTIATION:

13. It is further expressly understood and agreed that the intent of the parties hereto is that during the first six (6) months of the final year of this contract, Amoco and Broker will diligently negotiate with each other for an extension of same or a new contract, and that if such extension or new contract has not been executed prior to the expiration of said six (6) month period, Broker shall notify Amoco that it intends to begin negotiations with other companies.

However, this shall not preclude continued negotiations between the parties hereto, it being understood and agreed that the preferential option from Broker to Amoco as set forth in Paragraph 12 hereof shall cease to be in force and effect during the final six (6) months of the final year's term of this contract, unless such extension or new contract has been executed as aforesaid.

BROKER OPERATION:

14. In the event Broker, as an individual or through any subsidiary or controlled corporation, becomes the retail dealer at an account identified in Schedule "A", such station will automatically be eliminated from Schedule "A" and the terms of this Contract, and Amoco would then enter into a contractual relationship with Broker as a dealer, no further commissions would be paid on gasoline sold at said service station.

DEFAULT:

15. In the event of any breach of any covenant in this agreement by either party, the other party may give written notice of said breach and demand that it be cured within sixty (60) days. If the breach is not cured within said sixty (60) day period, the aggrieved party, at its option, may terminate this contract upon ten (10) days written notice. The foregoing shall be without prejudice to all other remedies of the aggrieved party, at law or in equity.

NOTICES:

16. All notices provided for herein shall be considered as properly given if delivered in writing personally or sent by Registered or Certified Mail. Notices to Amoco shall be

addressed to it as One North Charles Street, Baltimore, Maryland 21201. Notices to Broker shall be addressed to Broker at

17. It is mutually agreed between the parties that the Amoco Dealer Sales Agreements cited in Paragraph 1 hereof, shall contain the following clause:

> "This Agreement shall terminate automatically in the event that the Agreement of ..... 19....., between Amoco and Checkrite Petroleum Corp., as same may be extended or modified, is terminated for any reason."

at the time said contract is delivered to Amoco pursuant to the terms hereof.

18. This agreement shall not be modified or amended except in writing. No obligation, agreement or understanding shall be implied from any of the terms of this agreement, all obligations, agreements and understandings with respect to contractual terms being expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

WITNESS: AMOCO OIL COMPANY

..... By .....
Regional Vice President

WITNESS: CHECKRITE PETROLEUM CORP.

..... By .....
HAROLD MARGOLIS

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CHECKRITE PETROLEUM CORP.

SCHEDULE "A"

Account	*Address*
12766	Route 111, Hauppauge
12807	789 Portion Rd., Lake Ronkonkoma
12740	615 Union Ave., Westbury
12817	84 Waterside Rd., Northport
12922	783 Conklin St., Farmingdale
12818	146 W. Montauk Highway, Lindenhurst
12873	605 Sunrise Hwy., West Babylon
13030	65 W. Hoffman, Lindenhurst
13131	Straight Path, Wyandanch
12905	79 Suffolk Ave., Central Islip
12999	176 Grant Ave., Central Islip
12852	203 N. Main St., Freeport
13037	52 Lakeville Rd., Rockville Centre
13069	Main St., New Rochelle
12746	Middle Country Rd., Middle Island
13081	Middle Country Rd., Selden
12998	E. Marie and Park Ave., Hicksville

APPENDIX

Dealer Agreement

[EMBLEM]

AMOCO OIL COMPANY
DEALER AGREEMENT

S.S. No. 12807
Drop Point 14
District No. 43
Territory No. 05

THIS AGREEMENT, made this 18 day of June, 1979, between the Amoco Oil Company, a Maryland corporation, herewith called "Amoco" and Mike Rodriguez herewith called "Dealer":

WITNESSETH:

1. PRODUCTS AND QUANTITIES. Amoco agrees to sell and deliver to Dealer, and Dealer agrees to purchase and receive from Amoco, such quantities of the following-described products as will meet consumer demand for Amoco's products at the below-identified place of business, subject to the maximum annual quantities specified:

Product	*Maximum Annual Quantity*
Gasolines:	
AMOCO Super Premium (Lead-Free)	..... gallons
AMOCO Super Premium (Leaded)	..... gallons
AMOCO Regular (Leaded)	..... gallons
AMOCO (Lead-Free)	..... gallons
	as per FEA regulations

Dealer Agreement

Product	*Maximum Annual Quantity*
Diesel Fuels:	
Amoco Premier	..... gallons
Amoco	..... gallons
Other	..... gallons

Nothing herein contained shall preclude Dealer from selling competitive-brand liquid fuels at said place of business, provided there is no infringement of Amoco's trademarks. Amoco shall have exclusive discretion about the display or non-display of its trademarks on pole-signs, buildings and similar prominent places on the premises.

Deliveries shall be in relatively equal amounts, except for seasonal variations.

Amoco reserves the right to discontinue or change the grade and/or the trademark of any products.

2. Place of Business. Amoco shall be obligated to deliver said products only at Dealer's place of business situated at 789 Portion Rd., Lk. Ronkonkoma, New York 11779.

3. Prices. The price for gasoline and diesel fuels shall be Amoco's tank wagon price for each respective grade of said products in effect at the time of delivery in Amoco's pricing area in which the above-identified place of business is located.

4. Taxes. Dealer shall pay or reimburse Amoco for all gasoline taxes, diesel fuel excise taxes, sales taxes, use taxes, retailer's occupation taxes, inspection fees, gross

receipts taxes and similar imposts levied by federal, state or local authority upon the transactions covered hereby or measured in any manner by the sales prices hereunder.

5. TERMS. Payment shall be made in cash at time of delivery unless separate arrangements for credit are extended by Amoco to Dealer. Amoco reserves the right to withdraw any such credit at any time and demand cash payment on delivery. Failure of Dealer to make payment in cash or according to authorized credit terms shall entitle Amoco to suspend deliveries as long as Dealer's account remains overdue, without prejudice to any rights of Amoco to terminate this Agreement for such breach and/or other breach by Dealer, as hereinafter provided.

6. DELIVERIES. All products shall be delivered by Amoco to the above-identified place of business. Gasolines and diesel fuels shall be delivered in such minimum quantities as Amoco may from time to time determine, in its reasonable discretion, in order to make most efficient use of its delivery vehicles and its storage equipment upon the premises. Title of all products shall pass to the Dealer at the time of delivery, except as otherwise provided in applicable dealer price lists for particular products or in special written agreements between the parties.

7. FORCE MAJEURE. Amoco shall be excused from delay or non-performance hereunder if Amoco shall be unable to meet the demand for its products with supplies from Amoco's refineries or its other normal and usual sources, or if any other contingency of any nature whatsoever beyond Amoco's reasonable control shall

occur, such as, without limitation: Acts of God; fire; unavailability, failure, or delay of transportation; labor difficulties of any nature; and compliance with any governmental order, regulation, recommendation, request or allocation program (whether voluntary or involuntary). In any such contingency Amoco shall have the right to curtail deliveries or allocate its supply of product for sale among all of its customers in any manner which in its sole discretion is fair and reasonable under the circumstances, and Dealer shall not hold Amoco responsible in any manner for any losses or damages which Dealer may claim as a result of any such curtailment or allocation by Amoco. Amoco shall not be required to make-up any product not so delivered.

8. TRADEMARKS. All products purchased hereunder shall be resold under Amoco's applicable trademarks. Dealer shall display Amoco's identification sign, trademarks, and colors, all in accordance with Amoco's approved standards for same, which Amoco reserves the right to change at any time. Dealer shall not sell any products under Amoco's trademark except as authorized by Amoco and Dealer shall not mix, blend, dilute or contaminate said products. Amoco shall have the right at all times to inspect products in Dealer's possession to determine adherence to quality and trademark authorizations.

Upon the expiration or termination of this Agreement for any reason whatsoever, Dealer's authorization to use Amoco's trademarks shall expire, and Dealer shall return to Amoco all signs, decals and other promotional materials carrying Amoco's name and trademarks.

As used herein Amoco's trademarks include "QUAKER STATE", "ATLAS", and other marks of which Amoco is licensee.

9. LEAD-FREE PRODUCTS. Dealer shall comply at all times with Amoco's established procedures for controlling the quality of Amoco's branded lead-free products. Dealer shall indemnify Amoco against any penalty, loss, or liability of any nature whatsoever resulting from failure of dealer to maintain lead-free specifications of Amoco's lead-free products.

10. DURATION. The period of this Agreement shall be from June 18, 1979, to June 1, 1980 and from year to year thereafter unless terminated by either party at the end of the original term or any subsequent yearly period by giving the other party notice thereof at least thirty (30) days prior to such termination date.

11. TERMINATION. In the event of any breach of this Agreement by either party, the other party may give written notice of said breach and demand that it be cured within five (5) days. If the breach is not cured within said five (5) day period, the aggrieved party, at its option, may thereupon terminate this Agreement upon five (5) days' notice. The foregoing shall be without prejudice to all other remedies of the aggrieved party, at law or in equity. It is hereby agreed between the parties that specific performance of this Agreement shall be an appropriate remedy for any breach.

For the purposes of the above, death, disability or involvement in bankruptcy or receivership proceedings, shall be considered a breach of this Agreement.

12. ASSIGNMENT OF CONTRACT. This Agreement shall be binding upon, and inure to the benefit of, the parties

hereto and their respective heirs, representatives, successors and assigns, and it shall run with the land; provided, however, in the event Dealer transfers its interest hereunder or in the said land Amoco may terminate this Agreement, at its election, on ten (10) days' written notice.

13. NOTICES. All notices provided for herein shall be considered as properly given if delivered in writing personally or sent by Registered or Certified Mail. Notices to Amoco shall be addressed to it at: PO 507, Balt. Md. 21203. Notices to Dealer shall be addressed to Dealer at 33 Executive Rd., Selden, N.Y.

14. This Agreement cancels and supersedes all prior agreements and understandings between the parties hereto pertaining to matters covered herein and there are no other agreements, written or oral, between the parties pertaining to the subject matter hereof.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on the day and year aforesaid.

AMOCO OIL COMPANY

By .....

Dealer:

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.....

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Signed in presence of:

.....